

RECORDED MAY 31, 1979 BK 240 PG 300 NO.765985 MARGARET LEWIS, COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS

FOR LOTS 1 - 16 OF THE REVISED PLAT COLONY SOUTH 2ND ADDITION

This Declaration is made by the owners, all hereafter referred to as "Declarant".

The Declarants are the owners of Lots 1 through 16 of the Revised Plat Colony South 2nd Addition, Block 4, which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds at Sheridan County, Wyoming. This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to sell all of the above described lots and while held and when transferred, sold, conveyed, or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following expressed conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the owners of Lots 1-16, Block 4 revised Plat, Colony South Addition and for the benefit of each owner of land therein.

The covenants shall be binding on all owners of Lots 1 through 16, Revised Plat of Colony South 2nd Addition, Block 4, and their successors in interest, regardless of how that interest is acquired. This includes among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of Colony South Addition. Each and every owner of land in Colony South 2nd Addition shall have the right to enforce the following covenants.

Utilities

All utilities which are originally delivered underground shall be continued underground.

Driveways

All driveways and off-street parking facilities provided on any lot must be hard surfaced. No gravel construction shall be allowed for driveways or off-street parking facilities.

Antennas

All radio towers or antennas erected or maintained on the premises shall be of new, metal construction. If the radio towers or antennas are not attached to the main building on the lot, they must be placed behind the main building. No antenna or radio tower shall be erected or maintained which is higher than fifteen (15) feet above the highest roof line of the main building on the lot.

Vehicles and Trailers

Motor homes, campers, snow machines, boats, or trailers, tandem or dual wheel trucks or other vehicles may not be stored on any public or private street in the subdivision or in front of the main building on any lot. This covenant shall not prevent the temporary parking of these vehicles on any street in the subdivision or in front of the main building on any lot in the subdivision if the vehicle is in general daily use.

Common Drives

Section 1: General Rules of Law to Apply

Each "Common Drive", which is defined as all structures, paving and/or service lines on or underground lying within the platted area described as Access Easements, shall constitute a common use facility, and, to the extent not inconsistent with the provisions of this Item, the general rules of law regarding common use facilities and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repairs and Maintenance

The cost or reasonable repair and maintenance of a Common Drive shall be shared by the four lot owners who make use of the Common Drive in four equal proportional shares.

Section 3: Destruction by Chemicals, Weather or Other Casualty

If a Common Drive or any portion thereof is destroyed or damaged by chemicals, weather or other casualty, any Lot Owner who has used the Common Drive may restore it, and if the other Lot Owners thereafter make use of the Common Drive, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Lot Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4: Misuse and Redevelopment Activities

Notwithstanding any other provisions of this Item, a Lot owner or his/her invited guest who by his/her negligent or willful act causes the Common Drive to sustain damage which may or may not require immediate repair shall bear the whole cost of repairs to return the Common Drive to its pre-existent condition.

Section 5: Right to Contribution Run With Land

The right of any Lot Owner to contribution from any other Lot Owner under this Item shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

Section 6: Arbitration

In the event of any dispute arising concerning a Common Drive, or under the provisions of this Item, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators and be binding on all Lot Owners.

Occupancy

No building on any lot may be occupied until exterior construction on the building has been completed.

Duration

These covenants are to run with the land and shall be binding upon all persons and all parties claiming under them for a period of twenty (20) years from the date of these covenants.

Severability

In the event any one of these covenants, restrictions, or remedies contained herein is invalidated by judgment or court order, the remaining provisions and remedies shall remain in full force and effect.

Enforcement

If the parties to this Declaration or their heirs or assigns or any owner of land in the Revised Plat of Colony South 2nd Addition, Block 4, Lots 1 through 16, violates or attempts to violate any of these covenants while the covenants are in effect as provided above, any owner of any lot in the Revised Plat of Colony South 2nd Addition, Block 4, may bring a suit against the person or persons violating or attempting to violate the covenant or to recover damages for such violating or attempting to violate the covenant or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting the suit, including a reasonable attorney's fee and for liquidated damages in the amount of \$25.00 per day until the violation is cured.

In witness whereof, the Declarant has executed this Declaration of Protective covenants this 29th day of May, 1979.

Owners of
Lots 1,2,4,5,6,8,9,10
11,12,13,14,15,16, Block 4
Revised Plat Colony South
2nd Addition

E. E. Edwards and Betty S.
Edwards

By Richard M. Davis, Jr.
Attorney-in-Fact

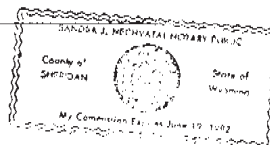
STATE OF WYOMING)
) ss
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 29th day of May, 1979 by Richard M. Davis, Jr., Attorney-in-Fact for E. E. Edwards and Betty S. Edwards, husband and wife.

WITNESS My hand and official seal.

Sandra N. Nuhwatat
Notary Public

My Commission Expires:

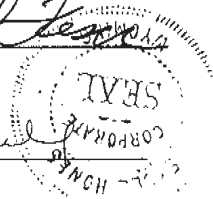


Owners of Lots 3 & 7, Block 4
Revised Plat of Colony South
2nd Addition

EXCEL HOMES, INC.

By Raymond A. Tesch
President

By John A. Carroll
Secretary



STATE OF WYOMING

COUNTY OF SHERIDAN

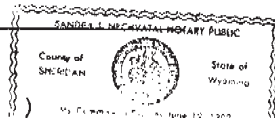
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The foregoing instrument was acknowledged before me this 30th day
of May, 1979 by Raymond Tesch, President of Excel Homes, Inc.

WITNESS My hand and official seal.

Sandra J. Nechwatal
Notary Public

My Commission Expires:



STATE OF WYOMING

COUNTY OF SHERIDAN

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} ss

The foregoing instrument was acknowledged before me this 30th day
of May, 1979 by John A. Carroll, Secretary of Excel Homes, Inc.

WITNESS My hand and official seal.

Sandra J. Nechwatal
Notary Public

My Commission Expires:

